

ORACLE

**ORACLE**  
**1910 Oracle Way**  
**Reston, VA 20190**  
**703-364-4192**

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TO: Linda HamelFROM: Mike Daniels

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FAX: 617.626.4459

TOTAL PAGES (INC. COVER SHEET): 28

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PHONE:

DATE: September 10, 2009

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RE: Massachusetts Executive Office of Transportation

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08/31/2009 22:58 5087594575

BRIDGE BOURNE HOTEL

PAGE 02/28

**ORACLE****ORDERING DOCUMENT**

|                      |                                               |                      |                               |
|----------------------|-----------------------------------------------|----------------------|-------------------------------|
| <b>Your Name</b>     | MA Executive Office of Transportation         | <b>Your Contact</b>  | Ken Weber                     |
| <b>Your Location</b> | 10 Park Plaza, Suite 8110<br>Boston, MA 02116 | <b>Phone Number</b>  | 617-973-8471                  |
|                      |                                               | <b>Email Address</b> | kenneth.weber@eot.state.ma.us |

**ORACLE CONTRACT INFORMATION**

Agreement: Software License and Services Agreement

Agreement Name: STATE-41627-16-NOV-04 (Also known to the Commonwealth as IT918)

This ordering document incorporates by reference the terms of the agreement specified above (the "agreement").

**A. PROGRAMS AND SERVICES**

You (as defined in section B.1) have ordered the program licenses and 12 months of technical support services described below. Listed below is a summary of net fees due under this ordering document. These fees are exclusive of any applicable shipping charges or applicable taxes. All fees on this ordering document are in US Dollars.

The programs below are for use on an unlimited number of Processors for a five (5) year term, subject to the pricing requirements and all other terms and conditions of this ordering document (each such program being referred to as an "Unlimited Deployment Program" and collectively as the "Unlimited Deployment Programs").

| Product Description / License Type                                        | Quantity  |
|---------------------------------------------------------------------------|-----------|
| Oracle Database Enterprise Edition - Processor Perpetual                  | Unlimited |
| Real Application Clusters - Processor Perpetual                           | Unlimited |
| Partitioning - Processor Perpetual                                        | Unlimited |
| Advanced Security - Processor Perpetual                                   | Unlimited |
| Database Vault - Processor Perpetual                                      | Unlimited |
| Oracle Real Application Testing - Processor Perpetual                     | Unlimited |
| Oracle Active Data Guard - Processor Perpetual                            | Unlimited |
| Diagnostics Pack - Processor Perpetual                                    | Unlimited |
| Tuning Pack - Processor Perpetual                                         | Unlimited |
| Change Management Pack - Processor Perpetual                              | Unlimited |
| Provisioning and Patch Automation Pack for Database - Processor Perpetual | Unlimited |
| Configuration Management Pack for Oracle Database - Processor Perpetual   | Unlimited |
| Data Integrator Enterprise Edition - Processor Perpetual                  | Unlimited |
| WebLogic Suite - Processor Perpetual                                      | Unlimited |
| Management Pack Plus for SOA - Processor Perpetual                        | Unlimited |
| Management Pack for WebLogic Server - Processor Perpetual                 | Unlimited |
| SOA Suite for Oracle Middleware - Processor Perpetual                     | Unlimited |

|                              | Net Fees              |
|------------------------------|-----------------------|
| Oracle Programs License Fees | \$1,056,306.59        |
| Oracle Programs Support Fees | \$211,061.32          |
| <b>Total Fees Due</b>        | <b>\$1,266,367.91</b> |

08/31/2009 22:58 5087594575

BRIDGE BOURNE HOTEL

PAGE 03/28

**B. General Terms****1. Customer Definition**

For purposes of this ordering document only, "you" and "your" shall mean the entity listed at the head of this ordering document and you will be the only entity allowed to use the Unlimited Deployment Programs licensed under this ordering document. Notwithstanding the foregoing, you represent that pursuant to Chapter 25 of the Acts of 2009, on November 1, 2009, you will no longer exist and your contractual rights and obligations will be transferred to and accepted by the newly created Massachusetts Department of Transportation ("DOT"), and that all of your rights and obligations under this ordering document and agreement shall be automatically assigned as of that date to the DOT. Therefore, the parties further agree that "you" shall refer (i) to the EOT prior to this transfer and assignment and (ii) to the DOT after this transfer and assignment. Exhibit D to this ordering document details the agencies of the DOT ("Authorized Users") that will be entitled to receive licenses under the Unlimited Deployment set forth in Section D as well as the agencies of the DOT that are not entitled to participate in the Unlimited Deployment. You represent that you have the full legal authority to bind the Authorized Users to the terms, conditions and obligations under this ordering document; and further, you agree to have the Authorized Users agree to use the programs under the terms of this ordering document and the agreement. You shall be responsible for any breach of such terms by the Authorized Users.

**2. Commencement Date**

All program licenses and the period of performance for all services are effective upon shipment of tangible media or upon the Effective Date of this ordering document if shipment of tangible media is not required.

**3. Territory**

The program licenses and services described in section A are for use in the United States of America.

**4. Fees, Invoicing, and Payment Obligation**

a. All fees due under Section A of this ordering document shall be non-cancellable and the sums paid nonrefundable, except as provided in the agreement.

b. License and services fees are invoiced as of the commencement date. Technical support fees are payable quarterly in arrears. The total annual technical support fees due under this ordering document are specified in section A.

c. You represent to Oracle that you are tax exempt. Based upon your representation, Oracle will not invoice you for any taxes related to the fees paid hereunder.

d. In entering into payment obligations under this ordering document, you agree and acknowledge that you have not relied on the future availability of any program or updates. However, (a) if you order technical support for programs licensed under this ordering document, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under this ordering document, if-and-when available, in accordance with Oracle's then current technical support policies; and (b) the preceding sentence does not change the rights granted to you for any program licensed under this ordering document, per the terms of this ordering document and the agreement.

e. Notwithstanding anything else in this Ordering Document to the contrary, the only fee, invoice or payment for which you are liable are those referenced in section C.3 herein, Unpaid Technical Support Invoices and Renewal of Technical Support, and the portion of the Total Support Stream, referenced in section C.1 herein, comprised of (a) the existing technical support for the Converted and Replaced Licenses and (b) technical support for any program licenses purchased under section E.1 (Price Hold) (collectively referred to as "non-ANF TS Fees")

The Executive Office for Administration and Finance ("ANF") for the Commonwealth of Massachusetts is the holder of funds from the Information Technology Bond IV. ANF has agreed to make on your behalf from that fund, for a period of five years commencing on the Effective Date of

08/31/2009 22:58 5087594575

BRIDGE BOURNE HOTEL

PAGE 04/28

the ordering document, , payments for all other fees, invoices or payments referenced in this ordering document, including without limitation all technical support fees for the Unlimited Deployment licenses and all license fees for such licenses, but not including the Non ANF TS Fees.

Should ANF fail to make such payments for any fees, invoices or payments, you shall have no liability for such payments, other than those referenced in the first paragraph of B.4.e above. However, if ANF fails to pay in full for the programs, your rights to use those programs shall end. (Please see section B.8 for certain specific relicensing rights in the event of a termination of the program licenses.) If you fail to make payments for the Non ANF TS Fees and/or if ANF pays in full for the programs, but fails to maintain the Total Support Stream (as set forth in section C.1 below), your Unlimited Deployment Period shall end and the Certification Process set forth in section D.1.b, below will be triggered.

**5. Delivery and Installation**

a. Oracle has made the programs listed in section A available to you for electronic download at the electronic delivery web site located at the following Internet URL: <http://edelivery.oracle.com>. Through the Internet URL, you can access and electronically download to your location the current production release as of the Effective Date below of the software and related program documentation for each program listed in section A. Provided that you have continuously maintained technical support for the programs listed in section A, you may continue to download the software and related program documentation for the programs listed in section A. Please be advised that not all programs are available on all hardware/operating system combinations. For current program availability please check the electronic delivery web site specified above. You acknowledge that Oracle is under no further delivery obligation under this ordering document, electronic download or otherwise.

b. You shall be responsible for installation of the software.

**6. Source Code**

Oracle may deliver source code as part of its standard delivery for particular programs; all source code delivered by Oracle is subject to the terms of the agreement, ordering document, and program documentation.

**7. Segmentation**

The program licenses provided in this ordering document are offered separately from any other proposal for consulting services you may receive or have received from Oracle and do not require you to purchase Oracle consulting services.

**8. Municipal Payment Plan and Termination**

Oracle agrees that if, concurrent with the delivery of this Ordering Document ANF will deliver an Oracle Municipal Payment Plan Agreement and Payment Schedule (together a "Payment Schedule") that is satisfactory to Oracle, then the payment terms in the Payment Schedule shall replace the payment terms of this Ordering Document to the extent specified in the Payment Schedule and the programs and services ordered hereunder will be subject to the Payment Schedule. The Fees due hereunder for the Oracle programs and services that are subject to the Payment Schedule will not be considered fully paid until all sums due under the Payment Schedule have been paid.

If there is a termination for convenience (pursuant to Section 4 of the Commonwealth's Terms and Conditions in ITS13 and the Office of the Comptroller's Joint Policy Procurement/Contracts, issued July 1, 2004) of the Payment Schedule and ANF has not paid all sums due under the Payment Schedule for the programs delivered pursuant to this ordering document (as set forth in Exhibit A to the Payment Schedule), then you may not use the programs. Concomitantly, if ANF terminates for convenience as stated above and fully pays for the programs before or simultaneously with such termination, but does not pay the Total Support Stream as defined below in section C, then the Unlimited Deployment Period and the Unlimited Deployment Right (both defined in section D below) shall immediately terminate, and the Certification Date (defined in Section D below) shall be accelerated to 15 business days after such termination, and you and Oracle shall follow the certification process set forth in section D.1.b. Except as

08/31/2009 22:58 5087594575

BRIDGE BOURNE HOTEL

PAGE 05/28

stated above, all other license rights and obligations will continue, in accordance with the terms of the ordering document and agreement.

If there is a termination of the licenses granted under this ordering document, Oracle agrees to relicense you for the previously delivered Converted and Replaced Licenses, pursuant to the terms of the ordering documents applicable to those licenses. Any technical support services for such licenses shall be separately ordered pursuant to Oracle's policies, and you agree to pay technical support fees in an amount equal to the support amount due and/or paid in the last renewal prior to converting and replacing such licenses. You acknowledge that you have previously received the programs relating to the Converted and Replaced Licenses, and that no further delivery obligation exists with respect to those programs.

### C. Technical Support

#### 1. Total Support Stream

For purposes of this ordering document, the "Total Support Stream" shall mean:

- (i) the existing technical support for the Converted and Replaced Licenses;
- (ii) the technical support for the Unlimited Deployment Programs licenses specified in section A; and
- (iii) technical support for any program licenses purchased under section E.1 (Price Hold).

#### 2. Technical Support Cap

For the programs listed in section A, Software Update License & Support (or any successor technical support offering to Software Update License & Support) ("SULS") acquired with your order and the existing technical support may be renewed annually. The technical support fee for the second year of technical support will consist of two numbers; (i) the Programs Support Fees in Section A in the amount of \$211,061.32 ("New Support") for the annual period of August 31 through August 30 of the applicable annual period and (ii) the existing technical support for the Converted and Replaced Licenses in the amount of \$228,468.00 ("Existing Support") for the annual period of July 1 through June 30 of the applicable annual period (jointly known as "Combined Support"). If either part of the Combined Support is not paid then the licenses in section A are deemed not supported. The second year fee for the Combined Support will be \$439,529.32. If you renew the Combined Support for the same number of licenses for the same programs, the fee for Combined Support will not increase over the prior year's fees throughout the Unlimited Deployment Period. Thereafter, if you renew the New Support for the same number of licenses for the same programs for the first, second and third renewal years after the Unlimited Deployment Period, the fee for the New Support will not increase by more than 3% over the previous year's fee.

#### 3. Unpaid Technical Support Invoices and Renewal of Technical Support

You and the Authorized Users must, pursuant to the original payment terms on the original orders: (i) pay all the outstanding technical support invoices associated with the support renewal contracts for all program licenses in the Unpaid Technical Support Invoices Exhibit (ii) issue to Oracle orders to renew technical support for all Converted and Replaced Licenses listed on the Converted and Replaced Licenses Exhibit, that cover the support period from the day after the last supported date through June 30, 2010; (iii) pay Oracle all technical support invoices associated with such renewal orders for technical support for all Converted and Replaced Licenses with a period of performance end date of June 30, 2010; and (iv) agree and acknowledge that the execution of this ordering document does not relieve you or the Authorized Users of the obligations to pay for unpaid technical support invoices, issue renewal orders for technical support and pay future technical support invoices as described in this section C. Failure to meet any of the conditions set forth in this section C-3 will be subject to D.1.c.

08/31/2009 22:58 5087594575

BRIDGE BOURNE HOTEL

PAGE 06/28

**D. UNLIMITED DEPLOYMENT****1. Unlimited Deployment Right****a. General.**

In consideration of the payment to Oracle of the license and technical support fees specified in section A, for five (5) years from the Effective Date of this ordering document (or such earlier period as set forth below in sections D.1.c) (the "Unlimited Deployment Period"), you will receive the right to use the Unlimited Deployment Programs on an unlimited number of Processors (the "Unlimited Deployment Right"), provided that (i) your use of such Unlimited Deployment Programs shall be in compliance with the terms of the agreement and this ordering document, and (ii) you continuously maintain the Total Support Stream.

On the fifth (5<sup>th</sup>) anniversary of the Effective Date of this ordering document (or earlier as set forth below in sections D.1.c), the Unlimited Deployment Period and the Unlimited Deployment Right shall terminate, and within thirty (30) days of such fifth anniversary (or earlier as set forth in sections D.1.c) (the "Certification Date"), you and Oracle shall follow the certification process set forth in section D.1.b below.

**b. Certification Process**

On the Certification Date (or Accelerated Certification Date (as defined below), if applicable), you shall furnish Oracle with a certification signed by a C-level executive of your company verifying the quantity of Processors on which the Unlimited Deployment Programs are installed and running by you as of the date on which the Unlimited Deployment Period ends (such certified quantity, the "Final License Count"). On the date the Unlimited Deployment Period ends, your quantity of Processor licenses of the Unlimited Deployment Programs shall be fixed and limited at the greater of (i) the quantity of licenses for each such program specified on the attached Minimum License Quantities Exhibit (Exhibit E) (the "License Floor"), or (ii) the quantity of licenses for each such program specified in the Final License Count (the quantity of program licenses that you acquire under this section being referred to as the "Certified Deployment").

The License Floor establishes the minimum license quantity for each program specified on the Minimum License Quantities Exhibit. For example, if your Final License Count specifies a quantity of 200 Processors of program A and 800 Processors of program B and the License Floor for program A is 150 Processors and for program B is 700 Processors, then under the terms of this section D.1.b your quantities of licenses will be fixed and limited at 200 Processors of program A and 700 Processors of program B.

**c. Breach of Unlimited Deployment Terms**

Upon the date that you first fail to meet any of the conditions specified in section D.1.a above (the "Non-Compliance Date"), the Unlimited Deployment Period and the Unlimited Deployment Right shall immediately terminate, the Certification Date shall be accelerated to 15 business days after the Non-Compliance Date (the "Accelerated Certification Date"), and you and Oracle shall follow the certification process set forth in section D.1.b above. Except as stated above, all other license rights and obligations will continue, in accordance with the terms of the ordering document and agreement.

You shall not be entitled to any credit or refund as a result of such termination of the Unlimited Deployment Period. If your non-compliance is due to failure to maintain the Total Support Stream, your program licenses after the Non-Compliance Date and all desupported licenses will be subject to Oracle's technical support pricing and policies in effect on the Non-Compliance Date.

**d. End of Unlimited Deployment Period**

Following the end of the Unlimited Deployment Period, your use of the programs licensed and certified pursuant to the certification process set forth in section D.1.b will continue to be in accordance with the agreement and this ordering document.

08/31/2009 22:59 5087594575

BRIDGE BOURNE HOTEL

PAGE 07/28

Following the end of the Unlimited Deployment Period, and regardless of the quantity of program licenses in your Certified Deployment, your annual technical support fee for the programs licensed under this ordering document shall be based on but shall in no event be less than the annual technical support fee you paid for such program licenses at the support renewal immediately prior to the end of the Unlimited Deployment Period.

If at any time after the end of the Unlimited Deployment Period your use of the programs licensed and certified pursuant to the certification process set forth in section D.1.b exceeds the Certified Deployment, then you must acquire additional licenses and technical support for such program(s) for such exceeded use in accordance with Oracle's then current prices and policies.

If at any time after the end of the Unlimited Deployment Period your use of the programs licensed and certified pursuant to the certification process set forth in section D.1.b decreases such that such use is below the Certified Deployment, you shall not be entitled to a refund or credit of any license and/or technical support fees paid under this ordering document.

**e. Restriction on Assignment**

Except for the transfer rights expressly granted in Sections B.1 and D.1.f of this ordering document, during the Unlimited Deployment Period you may not assign the licenses of the Unlimited Deployment Programs acquired under this ordering document, or give or transfer an interest in them to another individual or entity.

**f. Transferability**

a. Except for the transfer provided in B.1, if, by an act of legislation or state regulation, you assume responsibility for an agency, which is to be added, the additional agency ("Additional User") has the right to use the Unlimited Deployment Licenses. You will be required to provide notification of the Additional User to Oracle within thirty (30) days of such event, and Oracle reserves the right to evaluate the Additional User. Oracle may either (1) elect to terminate use of the Unlimited Deployment Rights with respect to the Additional User; or (2) require you to purchase additional program licenses for the Additional User to use the Unlimited Deployment Programs.

b. Except for the transfer provided in B.1, if, by an act of legislation or state regulation, you and an agency are combined into a new agency ("Combined Agency") then, within ninety days of such combination, you and Oracle will jointly evaluate the Combined Agency and conclude to either (1) terminate the Unlimited Deployment Rights; or (2) require you to purchase additional program licenses for the additional agency to use the Unlimited Deployment Programs.

c. Except for the transfer provided in B.1, if during the Unlimited Deployment Period you or an Authorized User is dismantled or otherwise cease to exist as an agency or an Authorized User then the Certification Process in section D.1.b shall occur.

d. You shall not be entitled to a refund or credit of any fees paid under this ordering document in the event any one of these occur.

**E. FUTURE PURCHASES:**

**1. Price Hold**

- a. For a period of thirty-six (36) months from the Effective Date of this ordering document, you may order licenses for the programs (and first year of SULS for the programs), not listed in section A, at the appropriate license and support fees specified on the attached Oracle Technology Global Price List dated July 1, 2009 at a 57% discount off the list price, listed in the Price Hold Exhibit A, provided such programs are available in production release when ordered and you have continuously maintained the Total Support Stream. This price hold offer excludes the programs listed in Table 1 of the Price Hold Exhibit A.

08/31/2009 22:58 5087594575

BRIDGE BOURNE HOTEL

PAGE 08/28

- b. Each order placed pursuant to this section will specify Oracle's delivery obligation. If the order specifies delivery, the programs will be delivered via electronic download. If electronic download is not possible or otherwise agreed to by the parties, tangible media will be delivered. Whenever the delivery of tangible media is required, you are charged for media and the shipping terms are FCA: Shipping Point, Pre-paid and Add.
- c. All technical support for program licenses acquired under the terms of this section shall be deemed part of the Total Support Stream.
- d. Should you elect to renew SULS for additional licenses acquired pursuant to this section for the support, the fee for SULS will not increase over the prior year's fee for the first, second, third and forth renewal years.
2. **Additional Entity**
- a. For a period of six (6) months from the Effective Date of this ordering document, Oracle will allow the Massachusetts Bay Transportation Authority ("MBTA") to be included in the Unlimited Deployment Right for an additional license fee of \$313,804.33 plus first year SULS in the amount of \$62,780.87, provided (i) you have continuously maintained the Total Support Stream, (ii) you represent that you have the full legal authority to bind MBTA and will bind MBTA to the terms, conditions and obligations of this ordering document and the agreement and further, you agree to have MBTA agree to use the programs under the terms of this ordering document and the agreement; and (iii) you shall be responsible for any breach of such terms by MBTA.
- b. Prior to MBTA's inclusion in your Unlimited Deployment Right, MBTA will be required to convert and replace all of its existing program licenses in accordance with Oracle's then current migration and technical support policies. In addition, you acknowledge and agree that (i) prior to MBTA's inclusion in your Unlimited Deployment Right, you must execute with Oracle an amendment to this ordering document pursuant to which MBTA's existing SULS fees will be added to the Total Support Stream, and (ii) such existing SULS fees must be maintained as part of the Total Support Stream in order for you to maintain your Unlimited Deployment Right. Reinstatement fees and/or back support fees shall apply if technical support for any such Existing Program Licenses has lapsed.
- Once MBTA's existing program licenses are converted and replaced pursuant to this section, MBTA: (i) will no longer have any right to use such Existing Program Licenses, (ii) will not be permitted to reinstate such existing program licenses, and (iii) will not be entitled to a credit or refund of license fees as a result of such existing program licenses being converted and replaced.
- c. For a period of six (6) months from the Effective Date of this ordering document, MBTA may order licenses for the programs (and first year of SULS for the programs) at the appropriate license and support fees specified on the attached Exhibit A Price Hold, Table 1, provided: (i) such programs are available in production release when ordered, (ii) you have continuously maintained the Total Support Stream, (iii) you have satisfied the requirements in section E.2.a and E.2.b. above, and (iv) each order placed pursuant to this section must be at least \$250,000.00 in net license fees.

The pricing for the programs with the license metric of Enterprise Employee or \$M in Operating Budget on the attached Price Hold Exhibit is valid provided that on the date MBTA orders the programs on the attached Price Hold Exhibit, the actual number of Enterprise Employees for MBTA is no greater than 8,500 and the Enterprise \$M in Operating Budget is no greater than \$940M. Should the Enterprise Employees or \$M in Operating Revenue increase over 8,500 or the \$940M respectively, then the number of additional program licenses to be ordered is equal to the number of Enterprise Employees as of the order date less the quantity listed in the Price Hold Exhibit rounded up in increments of 650 and \$94M respectively.



08/31/2009 22:58 5087594575

BRIDGE BOURNE HOTEL

PAGE 09/28

**F. OTHER****1. Converted and Replaced Licenses****a. General**

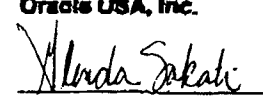
In connection with the Unlimited Deployment Right granted under this ordering document, all licenses of any versions or releases of the Unlimited Deployment Programs that were acquired by you prior to the Effective Date of this ordering document shall be converted and replaced as of the Effective Date of this ordering document (the "Converted and Replaced Licenses"). The Converted and Replaced Licenses are specified on the attached Converted and Replaced Licenses Exhibit (Exhibit B). You will no longer have any right to use the Converted and Replaced Licenses, nor will you be permitted to reinstate the Converted and Replaced Licenses. You shall not be entitled to a credit or refund of license fees for the Converted and Replaced Licenses.

**b. Omitted Licenses**

The parties agree that they have worked in good faith to list on the Converted and Replaced Licenses Exhibit all licenses of any versions or releases of the Unlimited Deployment Programs that were acquired by you prior to the Effective Date of this ordering document. However, the parties acknowledge that some of such licenses may have been inadvertently omitted ("Omitted Licenses") from the Converted and Replaced Licenses Exhibit and that technical support fees associated with the Omitted Licenses were therefore excluded from the Total Support Stream. If at any time following the Effective Date of this ordering document either you or Oracle discovers any Omitted Licenses, then the parties agree that: (i) you will continue to pay all technical support fees due in connection with the Omitted Licenses during the Unlimited Deployment Period, and (ii) the parties will amend this ordering document to add the Omitted Licenses to the Converted and Replaced Licenses Exhibit and to include the technical support fees associated with the Omitted Licenses in the Total Support Stream. You shall not be entitled to a refund or credit of any license and/or technical support fees as the result of any adjustment specified herein.

**G. SIMULTANEOUS EXECUTION**

The terms and conditions herein are granted in consideration of this ordering document and by the ordering document represented by the footer designation 2972812 (for Massachusetts Executive Office of Administration and Finance). If ordering document 2972812 is not executed, this ordering document will not be accepted by Oracle.

|                                                                                                                       |                                                                                                |
|-----------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|
| This quote is valid through August 31, 2009, and shall become binding upon execution by you and acceptance by Oracle. |                                                                                                |
| MA Executive Office of Transportation                                                                                 | Oracle USA, Inc.                                                                               |
| Signature                          | Signature  |
| Name <u>Kenneth Weber</u>                                                                                             | Name <u>GLEND A SAKATI</u>                                                                     |
| Title <u>Chief Admin Officer</u>                                                                                      | Title <u>Manager, Public Sector Solutions</u>                                                  |
| Signature Date <u>8/31/09</u>                                                                                         | Signature Date <u>08/31/09</u> 1:08 PM ET                                                      |
| Effective Date: <u>August 31, 2009</u>                                                                                | <u>9/01/09</u>                                                                                 |

08/31/2009 22:58 5887594575

BRIDGE BOURNE HOTEL

PAGE 10/28

**Exhibit A  
PRICE HOLD**

**ORACLE TECHNOLOGY GLOBAL PRICE LIST  
JULY 1, 2009 (ATTACHED)**

and

Table 1

| Product Description                                                         | Metric                                   | Net License Fee | First Year<br>SULS Fee |
|-----------------------------------------------------------------------------|------------------------------------------|-----------------|------------------------|
| PeopleSoft Enterprise Supply Chain Portal Pack                              | 940 - Enterprise \$M in Operating Budget | 16,497.00       | 3,629.34               |
| PeopleSoft Enterprise eSupplier Connection                                  | 940 - Enterprise \$M in Operating Budget | 41,242.50       | 9,073.35               |
| PeopleSoft Enterprise eProcurement                                          | 940 - Enterprise \$M in Operating Budget | 107,665.00      | 23,730.30              |
| PeopleSoft Enterprise Supplier Contract Management                          | 940 - Enterprise \$M in Operating Budget | 53,932.50       | 11,865.15              |
| PeopleSoft Enterprise Order Management                                      | 940 - Enterprise \$M in Operating Budget | 64,719.00       | 14,238.18              |
| PeopleSoft Enterprise Strategic Sourcing                                    | 940 - Enterprise \$M in Operating Budget | 81,216.00       | 17,867.52              |
| PeopleSoft Enterprise Financials Portal Pack                                | 940 - Enterprise \$M in Operating Budget | 16,497.00       | 3,629.34               |
| PeopleSoft Enterprise Activity-Based Management                             | 940 - Enterprise \$M in Operating Budget | 32,359.50       | 7,119.09               |
| PeopleSoft Enterprise Financials Warehouse                                  | 940 - Enterprise \$M in Operating Budget | 76,505.50       | 16,611.21              |
| PeopleSoft Enterprise Project Portfolio Management                          | 940 - Enterprise \$M in Operating Budget | 16,497.00       | 3,629.34               |
| PeopleSoft Enterprise EPM Portal Pack                                       | 940 - Enterprise \$M in Operating Budget | 16,497.00       | 3,629.34               |
| PeopleSoft Enterprise Performance Management Warehouse                      | 940 - Enterprise \$M in Operating Budget | 145,300.50      | 31,966.11              |
| PeopleSoft Enterprise Contracts                                             | 940 - Enterprise \$M in Operating Budget | 40,606.00       | 8,833.76               |
| PeopleSoft Enterprise Grants                                                | 940 - Enterprise \$M in Operating Budget | 38,070.00       | 8,375.40               |
| PeopleSoft Enterprise Expenses                                              | 940 - Enterprise \$M in Operating Budget | 53,932.50       | 11,865.15              |
| PeopleSoft Enterprise FSA Portal Pack                                       | 940 - Enterprise \$M in Operating Budget | 16,497.00       | 3,629.34               |
| PeopleSoft Enterprise Asset Management                                      | 940 - Enterprise \$M in Operating Budget | 70,429.50       | 15,494.49              |
| PeopleSoft Enterprise Real Estate Management                                | 940 - Enterprise \$M in Operating Budget | 38,070.00       | 8,375.40               |
| PeopleSoft Enterprise Supplier Rating System                                | 940 - Enterprise \$M in Operating Budget | 5,710.50        | 1,256.31               |
| PeopleSoft Enterprise Supply Chain Warehouse                                | 940 - Enterprise \$M in Operating Budget | 76,505.50       | 16,611.21              |
| PeopleSoft Enterprise Governance, Risk, and Compliance Manager              | 940 - Enterprise \$M in Operating Budget | 88,195.50       | 19,403.01              |
| PeopleSoft Enterprise Application Access Controls for PeopleSoft Enterprise | 940 - Enterprise \$M in Operating Budget | 19,035.00       | 4,187.7                |
| PeopleSoft Enterprise Configuration Controls                                | 940 - Enterprise \$M in                  | 25,380.00       | 5,583.60               |

08/31/2009 22:58 5287594575

BRIDGE BOURNE HOTEL

PAGE 11/28

|                                                             |                                          |            |           |
|-------------------------------------------------------------|------------------------------------------|------------|-----------|
| for Peoplesoft Enterprise                                   | Operating Budget                         |            |           |
| Oracle Fusion Governance, Risk, and Compliance Intelligence | 940 - Enterprise \$M in Operating Budget | 75,505.50  | 16,611.21 |
| PeopleSoft Enterprise Portal                                | 940 - Enterprise \$M in Operating Budget | 38,070.00  | 8,375.40  |
| PeopleSoft Enterprise Workforce Rewards                     | 6500 - Enterprise Employee               | 12,132.90  | 2,669.24  |
| PeopleSoft Enterprise Workforce Planning                    | 6500 - Enterprise Employee               | 12,132.80  | 2,669.24  |
| PeopleSoft Enterprise HCM Warehouse                         | 6500 - Enterprise Employee               | 103,486.50 | 22,767.03 |
| PeopleSoft Enterprise Workforce Scorecard                   | 6500 - Enterprise Employee               | 10,705.50  | 2,355.21  |
| PeopleSoft Enterprise Public Sector Warehouse               | 6500 - Enterprise Employee               | 89,212.50  | 18,626.75 |
| Oracle Tutor                                                | 6500 - Enterprise Employee               | 14,274.00  | 3,140.28  |
| PeopleSoft Enterprise Absence Management                    | 6500 - Enterprise Employee               | 37,112.40  | 8,164.73  |
| PeopleSoft Enterprise Time and Labor                        | 6500 - Enterprise Employee               | 78,507.00  | 17,271.54 |
| PeopleSoft Enterprise ePerformance                          | 6500 - Enterprise Employee               | 74,938.50  | 16,486.47 |
| PeopleSoft Enterprise HRMS Portal Pack                      | 6500 - Enterprise Employee               | 8,564.40   | 1,884.17  |
| PeopleSoft Enterprise eCompensation                         | 6500 - Enterprise Employee               | 24,979.50  | 5,485.49  |
| PeopleSoft Enterprise Learning Management                   | 6500 - Enterprise Employee               | 74,938.50  | 16,486.47 |

| Product Description                                                                         | Metric        | Quantity | Net License Fee | First Year SULS Fee |
|---------------------------------------------------------------------------------------------|---------------|----------|-----------------|---------------------|
| User Productivity Kit Professional                                                          | UPK Developer | 3        | 13,500.00       | 2,970.00            |
| User Productivity Kit Professional                                                          | UPK Employee  | 6500     | 46,800.00       | 10,286.00           |
| PeopleSoft Enterprise UPK General Ledger over 4K employees and/or \$1 billion in revenue    | UPK Module    | 1        | 6,300.00        | 1,386.00            |
| PeopleSoft Enterprise UPK Receivables over 4K employees and/or \$1 billion in revenue       | UPK Module    | 1        | 12,600.00       | 2,772.00            |
| PeopleSoft Enterprise UPK Payables over 4K employees and/or \$1 billion in revenue          | UPK Module    | 1        | 6,300.00        | 1,386.00            |
| PeopleSoft Enterprise UPK Asset Management over 4K employees and/or \$1 billion in revenue  | UPK Module    | 1        | 6,300.00        | 1,386.00            |
| PeopleSoft Enterprise UPK Project Costing over 4K employees and/or \$1 billion in revenue   | UPK Module    | 1        | 6,300.00        | 1,386.00            |
| PeopleSoft Enterprise UPK Contracts over 4K employees and/or \$1 billion in revenue         | UPK Module    | 1        | 12,600.00       | 2,772.00            |
| PeopleSoft Enterprise UPK Grants over 4K employees and/or \$1 billion in revenue            | UPK Module    | 1        | 6,300.00        | 1,386.00            |
| PeopleSoft Enterprise UPK Expenses - over 4K employees and/or \$1 billion in revenue        | UPK Module    | 1        | 6,300.00        | 1,386.00            |
| PeopleSoft Enterprise UPK Cash Management (over 4K employees and/or \$1 billion in revenue) | UPK Module    | 1        | 6,300.00        | 1,386.00            |

08/31/2009 22:58 5087594575

BRIDGE BOURNE HOTEL

PAGE 12/28

|                                                                                                                                                           |            |   |           |          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|------------|---|-----------|----------|
| PeopleSoft Enterprise UPK Planning and Budgeting over 4K employees and/or \$1 billion in revenue                                                          | UPK Module | 1 | 6,300.00  | 1,386.00 |
| PeopleSoft Enterprise UPK Billing over 4K employees and/or \$1 billion in revenue                                                                         | UPK Module | 1 | 6,300.00  | 1,386.00 |
| PeopleSoft Enterprise UPK Purchasing over 4K employees and/or \$1 billion in revenue                                                                      | UPK Module | 1 | 12,600.00 | 2,772.00 |
| PeopleSoft Enterprise UPK Inventory over 4K employees and/or \$1 billion in revenue                                                                       | UPK Module | 1 | 12,600.00 | 2,772.00 |
| PeopleSoft Enterprise UPK eProcurement over 4K employees and/or \$1 billion in revenue                                                                    | UPK Module | 1 | 6,300.00  | 1,386.00 |
| PeopleSoft Enterprise UPK Strategic Sourcing (over 4K employees and/or \$1 billion in revenue)                                                            | UPK Module | 1 | 6,300.00  | 1,386.00 |
| PeopleSoft Enterprise UPK Reporting Tools for Financials/ESA and Supply Chain Management Software Modules over 4K employees and/or \$1 billion in revenue | UPK Module | 1 | 6,300.00  | 1,386.00 |
| PeopleSoft Enterprise UPK Fundamentals for Financials and Supply Chain Management Software Modules over 4K employees and/or \$1 billion in revenue        | UPK Module | 1 | 3,168.00  | 696.96   |
| PeopleSoft Enterprise UPK Reporting Tools for HRMS Software Modules over 4K employees and/or \$1 billion in revenue                                       | UPK Module | 1 | 6,300.00  | 1,386.00 |
| PeopleSoft Enterprise UPK Fundamentals for HRMS Software Modules over 4K employees and/or \$1 billion in revenue                                          | UPK Module | 1 | 3,168.00  | 696.96   |
| PeopleSoft Enterprise UPK Human Resources over 4K employees and/or \$1 billion in revenue                                                                 | UPK Module | 1 | 12,600.00 | 2,772.00 |
| PeopleSoft Enterprise UPK Payroll for North America over 4K employees and/or \$1 billion in revenue                                                       | UPK Module | 1 | 12,600.00 | 2,772.00 |
| PeopleSoft Enterprise UPK Time & Labor over 4K employees and/or \$1 billion in revenue                                                                    | UPK Module | 1 | 6,300.00  | 1,386.00 |
| PeopleSoft Enterprise UPK ePay over 4K employees and/or \$1 billion in revenue                                                                            | UPK Module | 1 | 3,168.00  | 696.96   |
| PeopleSoft Enterprise UPK eProfile over 4K employees and/or \$1 billion in revenue                                                                        | UPK Module | 1 | 3,168.00  | 696.96   |
| PeopleSoft Enterprise UPK ePerformance over 4K employees and/or \$1 billion in revenue                                                                    | UPK Module | 1 | 6,300.00  | 1,386.00 |
| PeopleSoft Enterprise UPK eCompensation Manager Desktop - over 4K employees and/or \$1 billion in revenue                                                 | UPK Module | 1 | 3,168.00  | 696.96   |
| PeopleSoft Enterprise UPK eProfile Manager Desktop - over 4K employees and/or \$1 billion in revenue                                                      | UPK Module | 1 | 3,168.00  | 696.96   |
| PeopleSoft Enterprise UPK Absence Management (over 4K employees and/or \$1 billion in revenue)                                                            | UPK Module | 1 | 12,600.00 | 2,772.00 |
| PeopleSoft Enterprise UPK Talent Acquisition Manager - over 4K employees and/or \$1 billion in revenue                                                    | UPK Module | 1 | 6,300.00  | 1,386.00 |
| PeopleSoft Enterprise UPK Enterprise Learning Manager - over 4K employees and/or \$1 billion in revenue                                                   | UPK Module | 1 | 6,300.00  | 1,386.00 |
| PeopleSoft Enterprise UPK Enterprise Portal - over 4K employees and/or \$1 billion in revenue                                                             | UPK Module | 1 | 12,600.00 | 2,772.00 |

08/31/2009 22:50 5287534575

BRIDGE BOURNE HOTEL

PAGE 13/28

Prices in USA (Dollar)

**ORACLE®**

Oracle Technology Global Price List  
July 1, 2009  
Software Investment Guide

08/31/2009 22:58 5087594575

BRIDGE BOURNE HOTEL

PAGE 14/28

## Section 1

## Oracle Database

Prices in USA (Dollars)

## Database Products

| Oracle Database | Standard Edition One | Standard Edition Two | Enterprise Edition | Personal Edition |
|-----------------|----------------------|----------------------|--------------------|------------------|
| 180             | 36.60                | 5.800                | 1,278.00           | 1,278.00         |
| 280             | 77.80                | 11.500               | 2,608.00           | 2,608.00         |
| 360             | 101.20               | 15.500               | 3,888.00           | 3,888.00         |
| 440             | 124.60               | 19.500               | 5,168.00           | 5,168.00         |
| 520             | 148.00               | 23.500               | 6,448.00           | 6,448.00         |
| 600             | 171.40               | 27.500               | 7,728.00           | 7,728.00         |

## Enterprise Edition Options:

|                            |     |        |        |          |
|----------------------------|-----|--------|--------|----------|
| Real Application Clusters  | 400 | 101.20 | 25,536 | 5,005.00 |
| Active Data Guard          | 120 | 28.40  | 8,800  | 1,278.00 |
| Partitioning               | 230 | 50.80  | 11,500 | 2,608.00 |
| Real Application Testing   | 230 | 50.80  | 11,500 | 2,608.00 |
| Advanced Compression       | 230 | 50.80  | 11,500 | 2,608.00 |
| Total Pack                 | 120 | 28.40  | 8,800  | 1,278.00 |
| Advanced Security          | 230 | 50.80  | 11,500 | 2,608.00 |
| Label Security             | 230 | 50.80  | 11,500 | 2,608.00 |
| Database Vault             | 400 | 101.20 | 25,536 | 5,005.00 |
| OLAP                       | 440 | 124.60 | 31,500 | 3,888.00 |
| Cost Mining                | 440 | 124.60 | 31,500 | 3,888.00 |
| Data Mining and Quality    | 350 | 77.80  | 23,008 | 3,888.00 |
| Spatial                    | 350 | 77.80  | 23,008 | 3,888.00 |
| In-Memory Database Cache   | 800 | 171.40 | 41,840 | 8,130.00 |
| Oracle Grid Infrastructure | 800 | 171.40 | 41,840 | 8,130.00 |

## Database Enterprise Management

|                                                    |     |       |        |          |
|----------------------------------------------------|-----|-------|--------|----------|
| Diagnostics Pack                                   | 100 | 22.00 | 8,008  | 1,100.00 |
| Tuning Pack                                        | 100 | 22.00 | 8,008  | 1,100.00 |
| Change Management Pack                             | 70  | 16.40 | 3,840  | 770.00   |
| Configuration Management Pack for Oracle Database  | 100 | 22.00 | 8,008  | 1,100.00 |
| Oracle Enterprise Manager Pack for Oracle Database | 70  | 16.40 | 3,840  | 770.00   |
| Data Mining Pack                                   | 230 | 50.80 | 11,500 | 2,608.00 |

## Secure Backup

|                                 |        |          |                |   |
|---------------------------------|--------|----------|----------------|---|
| Secure Backup                   | 3,500  | 770.00   | Per Tape Drive |   |
| Data Watch and Repair Connector | 22,000 | 6,040.00 | Per Connector  | 1 |

## Third-Party

|                                                     |   |   |        |          |
|-----------------------------------------------------|---|---|--------|----------|
| Third-Party Oracle Database                         | - | - | 41,800 | 8,130.00 |
| Berkeley Database                                   | - | - | -      | -        |
| Berkeley DB - High Availability                     | - | - | 8,800  | 2,188.00 |
| Berkeley DB - Transactional Data Store              | - | - | 8,800  | 2,188.00 |
| Berkeley DB - Concurrent Data Store                 | - | - | 1,800  | 386.00   |
| Berkeley DB - Data Store                            | - | - | 800    | 188.00   |
| Berkeley DB Java Edition - Transactional Data Store | - | - | 8,800  | 2,188.00 |
| Berkeley DB Java Edition - Concurrent Data Store    | - | - | 1,800  | 386.00   |
| Berkeley DB - High Availability                     | - | - | 13,800 | 3,036.00 |
| Berkeley DB - Transactional Data Store              | - | - | 8,100  | 1,782.00 |
| Berkeley DB - Concurrent Data Store                 | - | - | 2,800  | 572.00   |
| Berkeley DB - Data Store                            | - | - | 1,800  | 386.00   |

## Other Products

|                              |    |       |        |           |
|------------------------------|----|-------|--------|-----------|
| Secure Enterprise Connector  | 20 | 15.00 | 24,508 | 7,998.00  |
| Audit Vault Server           | -  | -     | 37,500 | 12,688.00 |
| Audit Vault Collection Agent | -  | -     | 3,800  | 776.00    |

## Secure Enterprise Search Connector

|                                    |        |          |           |   |
|------------------------------------|--------|----------|-----------|---|
| Secure Enterprise Search Connector | 24,570 | 7,880.00 | Connector | 1 |
|------------------------------------|--------|----------|-----------|---|

08/31/2009 22:58 5087594575

BRIDGE BOURNE HOTEL

PAGE 15/28

|                                                   |       |                   |                    | Prices in USA (\$/hour) |
|---------------------------------------------------|-------|-------------------|--------------------|-------------------------|
|                                                   |       | Software License  | Hardware & Support | Software License        |
|                                                   |       | License & Support | License & Support  | License & Support       |
| <b>Integration Products</b>                       |       |                   |                    |                         |
| Microsoft Integration Gateway                     | -     | -                 | 108,000            | 24,000.00               |
| Database Gateway for Sybase                       | -     | -                 | 17,500             | 3,850.00                |
| Database Gateway for OCI Server                   | -     | -                 | 17,500             | 3,850.00                |
| Database Gateway for Informix                     | -     | -                 | 17,500             | 3,850.00                |
| Database Gateway for Teradata                     | -     | -                 | 108,000            | 24,000.00               |
| Database Gateway for VFP                          | -     | -                 | 108,000            | 24,000.00               |
| Database Gateway for MS Access                    | -     | -                 | 108,000            | 24,000.00               |
| Database Gateway for Oracle                       | -     | -                 | 108,000            | 24,000.00               |
| Database Gateway for SAP                          | -     | -                 | 45,000             | 10,000.00               |
| Database Gateway for Microsoft SQL                | -     | -                 | 45,000             | 10,000.00               |
| Database Gateway for Microsoft SQL                | -     | -                 | 45,000             | 10,000.00               |
| <b>Big Data Warehousing Products</b>              |       |                   |                    |                         |
| Express Server                                    | 800   | 200.00            | 47,500             | 10,450.00               |
| Express Analyzer                                  | 800   | 200.00            | -                  | -                       |
| Express Objects                                   | 8,000 | 1,275.00          | -                  | -                       |
| <b>Web Products</b>                               |       |                   |                    |                         |
| Web Server Products                               |       |                   |                    |                         |
| Web Enterprise Edition                            | 800   | 200.00            | 47,500             | 10,450.00               |
| COGNATE DBMS                                      | 800   | 200.00            | -                  | -                       |
| Web Server Options:                               |       |                   |                    |                         |
| TRACE                                             | 120   | 20.00             | 5,000              | 1,375.00                |
| <b>Web Development, Query and Reporting Tools</b> |       |                   |                    |                         |
| Programmer for Web                                | 1,200 | 264.00            | -                  | -                       |
| COGN Repository                                   | 5,000 | 1,275.00          | -                  | -                       |
| COGN Runtime                                      | -     | -                 | 5,000              | 1,275.00                |

08/31/2009 22:58 5087594575

BRIDGE BOURNE HOTEL

PAGE 16/28

Version 11

Oracle Fusion Middleware

Prices in USD (\$/Unit)

| Product Name                                                              | License A | License B | License C        | License D |
|---------------------------------------------------------------------------|-----------|-----------|------------------|-----------|
| <b>Application Server Products</b>                                        |           |           |                  |           |
| OpSLink and Application Development Framework                             | 120       | 56.40     | 5,900            | 1,775.00  |
| WebLogic Server Standard Edition                                          | 800       | 44.80     | 10,000           | 2,700.00  |
| WebLogic Server Enterprise Edition                                        | 800       | 110.00    | 25,000           | 6,800.00  |
| WebLogic Suite                                                            | 800       | 188.80    | 43,000           | 9,500.00  |
| Internet Application Server Standard Edition One                          | 140       | 26.80     | 5,900            | 1,575.00  |
| Internet Application Server Standard Edition                              | 250       | 40.80     | 11,500           | 2,980.00  |
| Internet Application Server Enterprise Edition                            | 700       | 154.80    | 35,000           | 7,700.00  |
| Collaboration Standard Edition                                            | 1,070     | 32.07     | 4,400            | 1,017.00  |
| Collaboration Enterprise Edition                                          | 230       | 80.80     | 11,500           | 2,830.00  |
| Collaboration Grid Edition                                                | 500       | 110.00    | 25,000           | 6,800.00  |
| Collaboration Suite                                                       | 1,000     | 220.00    | 50,000           | 11,500.00 |
| BPML Process Manager                                                      | 1,200     | 364.80    | 80,000           | 19,200.00 |
| WebLogic Integration                                                      | 1,400     | 368.80    | 70,000           | 16,400.00 |
| Service Registry                                                          | 920       | 202.40    | 45,000           | 10,100.00 |
| Enterprise Repository                                                     | 2,880     | 608.80    | 145,000          | 31,500.00 |
| SOA Suite for Non Oracle Middleware                                       | 1,600     | 330.00    | 70,000           | 16,000.00 |
| Business Process Management Suite for Non Oracle Middleware               | 2,600     | 572.00    | 130,000          | 28,000.00 |
| Event-Driven Architecture Suite                                           | 1,070     | 328.02    | 70,000           | 15,900.00 |
| Forms and Reports                                                         | 480       | 104.28    | 23,000           | 5,000.00  |
| Data Service Integrator                                                   | 1,440     | 318.80    | 70,000           | 15,900.00 |
| Data Integrator Enterprise Edition                                        | -         | -         | 23,000           | 5,000.00  |
| Data Quality for Data Integrator (up to a maximum of 100 million records) | -         | -         | 70,000           | 15,900.00 |
| Data Profiling                                                            | 34,800    | 7,880.00  | -                | -         |
| Data Integration Suite                                                    | -         | -         | 70,000           | 15,900.00 |
| <b>Data Quality Products - Data Integrator</b>                            | 20,800    | 5,040.00  | Per 1000 Records | -         |
| Data Quality for Data Integrator (for greater than 100 Million Records)   | 8         | 1.10      | Per 1000 Records | -         |
| <b>WebLogic Suite Options</b>                                             |           |           |                  |           |
| BPML Process Manager Option                                               | 480       | 104.28    | 23,000           | 5,000.00  |
| Service Bus                                                               | 450       | 103.20    | 20,000           | 4,500.00  |
| SOA Suite for Oracle Middleware                                           | 1,200     | 264.00    | 57,000           | 12,600.00 |
| Business Process Management Suite                                         | 2,120     | 508.00    | 118,000          | 26,300.00 |
| <b>Application Server Enterprise Management</b>                           |           |           |                  |           |
| Diagnostics Pack for Oracle Middleware                                    | 140       | 30.80     | 7,000            | 1,540.00  |
| Management Pack for WebLogic Server                                       | 190       | 41.80     | 8,500            | 2,000.00  |
| Management Pack Plus for SOA                                              | 300       | 66.00     | 15,000           | 3,300.00  |
| Management Pack for Oracle Collaboration                                  | 70        | 16.40     | 3,800            | 770.00    |
| <b>Oracle Middleware Adapters</b>                                         |           |           |                  |           |
| Application Adapters                                                      | -         | -         | 17,500           | 3,800.00  |
| Oracle Applications Adapter                                               | -         | -         | 17,500           | 3,800.00  |
| Microsoft and TP-Adapters Adapters                                        | -         | -         | 34,500           | 7,500.00  |
| Changepoint J2EE Capture Adapter                                          | -         | -         | 60,000           | 13,200.00 |
| Application Adapters for Oracle Integration                               | -         | -         | 8,500            | 1,800.00  |
| Application Adapters for WebLogic Server                                  | -         | -         | 2,300            | 500.00    |
| Microsoft Adapter                                                         | -         | -         | 34,500           | 7,500.00  |
| SOA Adapter                                                               | -         | -         | 34,500           | 7,500.00  |
| Hardware Adapter                                                          | -         | -         | 34,500           | 7,500.00  |
| IBM, Adapter                                                              | -         | -         | 11,500           | 2,500.00  |
| Enterprise LTR for Business Activity Monitoring                           | -         | -         | 17,500           | 3,800.00  |
| Financial Management Adapter                                              | 21,000    | 4,620.00  | -                | -         |
| SWIFT Adapter for Oracle Service Bus                                      | -         | -         | 100,000          | 22,000.00 |
| FTX Adapter for Oracle Service Bus                                        | -         | -         | 60,000           | 13,200.00 |
| Payment Adapter for Oracle Service Bus                                    | -         | -         | 80,000           | 17,600.00 |
| Derivatives Adapter for Oracle Service Bus                                | -         | -         | 80,000           | 17,600.00 |
| <b>Oracle and J2EE Adapters</b>                                           |           |           |                  |           |
| Tuxedo                                                                    | 1,970     | 708.00    | 60,000           | 13,200.00 |
| Tuxedo J2EE                                                               | -         | -         | 9,000            | 1,980.00  |
| Service Architecture Leveraging Tuxedo (SALT)                             | -         | -         | 12,000           | 2,640.00  |
| Tuxedo System and Applications Monitor (TSAM)                             | -         | -         | 8,000            | 1,760.00  |
| Tuxedo Standalone Adapter for SAP                                         | -         | -         | 22,000           | 4,840.00  |
| Tuxedo Standalone Adapter for TSP                                         | -         | -         | 22,000           | 4,840.00  |
| Tuxedo Standalone Adapter for OSI TP                                      | -         | -         | 22,000           | 4,840.00  |
| Middleware                                                                | -         | -         | 8,000            | 1,760.00  |
| <b>Application Integration Architecture</b>                               |           |           |                  |           |
| Application Integration Architecture Foundation Pack                      | 8,70      | 202.40    | 44,000           | 10,100.00 |



08/31/2009 22:58 5087594575

BRIDGE BOURNE HOTEL

PAGE 17/28

|                                                                     |                                    |                                    | Prices in US\$ (Excl. Tax)         |                                    |
|---------------------------------------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|
|                                                                     | Business Edition License & Support | Business Edition License & Support | Business Edition License & Support | Business Edition License & Support |
| <b>Business Intelligence Technology Products:</b>                   |                                    |                                    |                                    |                                    |
| Oracle Business Intelligence                                        |                                    |                                    |                                    |                                    |
| Standard Edition                                                    | 490                                | 101.20                             | 23,000                             | 3,000.00                           |
| Standard Edition One                                                | 1,200                              | 254.00                             | -                                  | -                                  |
| Suite Enterprise Edition Plus                                       | 2,800                              | 640.00                             | 295,000                            | 64,000.00                          |
| Suite Enterprise Edition Plus Upgrade Only                          | 200                                | 50.00                              | 34,500                             | 7,000.00                           |
| Server Enterprise Edition                                           | 350                                | 77.00                              | 61,000                             | 11,000.00                          |
| Business Intelligence Publisher                                     | 480                                | 101.20                             | 46,000                             | 10,700.00                          |
| <b>Business Intelligence Edition Options:</b>                       |                                    |                                    |                                    |                                    |
| Interactive Dashboard                                               | 340                                | 127.00                             | 85,500                             | 19,500.00                          |
| Desktop                                                             | 360                                | 77.00                              | 51,800                             | 11,000.00                          |
| Analysis                                                            | 680                                | 127.00                             | 80,500                             | 18,000.00                          |
| Office Plug-in                                                      | 120                                | 90.00                              | 39,500                             | 7,500.00                           |
| Reporting and Publishing                                            | 480                                | 101.20                             | 70,000                             | 16,000.00                          |
| Dissemination Analytics                                             | 680                                | 127.00                             | -                                  | -                                  |
| Server Administrator                                                | 8,000                              | 1,270.00                           | -                                  | -                                  |
| <b>Business Intelligence Suite Enterprise Edition Plus Options:</b> |                                    |                                    |                                    |                                    |
| Business Intelligence Management Pack                               | 200                                | 50.00                              | 11,500                             | 2,000.00                           |
| <b>Business Intelligence Data Integration Technology</b>            |                                    |                                    |                                    |                                    |
| BI Integration and Application Adapter for Data Integration         | -                                  | -                                  | 25,000                             | 6,500.00                           |
| Informatica PowerCenter and PowerConnect Adapter                    | -                                  | -                                  | 25,000                             | 6,500.00                           |
| <b>Real-Time Database (RTD) Technology</b>                          |                                    |                                    |                                    |                                    |
| Real-Time Database Server                                           | 92,000                             | 20,200.00                          | Processor                          |                                    |
| <b>Hyperion Business Intelligence Technology</b>                    |                                    |                                    |                                    |                                    |
| Hyperion Plus                                                       | 2,800                              | 550.00                             | 104,000                            | 40,000.00                          |
| Database Visual Explorer                                            | 800                                | 175.00                             | 65,000                             | 16,500.00                          |
| Hyperion Interactive Reporting                                      | 900                                | 175.00                             | 60,000                             | 15,000.00                          |
| Hyperion BOD Preparation Reporting                                  | 480                                | 101.20                             | 23,000                             | 5,000.00                           |
| Hyperion Financial Reporting                                        | 520                                | 115.00                             | 40,000                             | 9,000.00                           |
| Hyperion Map Analyst                                                | 520                                | 115.00                             | 40,000                             | 9,000.00                           |

08/31/2009 22:58 5087594575

BRIDGE BOURNE HOTEL

PAGE 18/28

|                                                           |        |                                         |                     | Price in \$US (Net)                     |
|-----------------------------------------------------------|--------|-----------------------------------------|---------------------|-----------------------------------------|
|                                                           |        | Software License<br>(License & Support) |                     | Software License<br>(License & Support) |
| WebCenter Services                                        | 1,100  | 309                                     | 70,000              | 18,400                                  |
| WebCenter Suite                                           | 2,300  | 533                                     | 126,000             | 37,500                                  |
| WebCenter Adapter                                         | -      | -                                       | 11,500              | 2,600.00                                |
| WebLogic Portal                                           | 1,100  | 300.00                                  | 60,800              | 13,300.00                               |
| Universal Content Management Standard Edition             | 1,200  | 264                                     | 57,500              | 12,800.00                               |
| Universal Content Management                              | 2,300  | 608.00                                  | 118,000             | 26,300.00                               |
| Universal Records Management                              | -      | -                                       | 115,000             | 25,300.00                               |
| Imaging and Process Management                            | 1,840  | 404.80                                  | 92,000              | 20,340.80                               |
| Information Rights Management                             | 580    | 127.80                                  | 160,000             | 32,000.00                               |
| Content/Document Review                                   | 400    | 141.10                                  | 23,000              | 5,080.00                                |
| Universal Online Archive                                  | 25     | 5.98                                    | 60,500              | 13,030.00                               |
| Smart Archive Service                                     | 90     | 12.38                                   | 48,000              | 10,128.00                               |
| Document Capture                                          | -      | -                                       | 7,000               | 1,640.00                                |
| Distributed Document Capture                              | 1,200  | 304.00                                  | -                   | -                                       |
| Enterprise Content Management Suite                       | -      | -                                       | 172,500             | 37,640.00                               |
| Enterprise Content Management Adapters:                   |        |                                         |                     |                                         |
| Global Adapter for Universal Content Management           | -      | -                                       | 20,000              | 4,400.00                                |
| Business Suite Adapter for Imaging and Process Management | -      | -                                       | 30,000              | 4,480.00                                |
| Universal Records Management Adapter                      | -      | -                                       | 11,800              | 2,580.00                                |
| Enterprise S&B Management                                 | 240    | 52.80                                   | 12,000              | 2,640.00                                |
| Management Pack for WebCenter Suite                       | 240    | 52.80                                   | 12,000              | 2,640.00                                |
| Management Pack for IBM WebSphere Portal                  | -      | -                                       | -                   | -                                       |
|                                                           |        |                                         |                     |                                         |
|                                                           |        | Software License<br>(License & Support) |                     | Software License<br>(License & Support) |
| Identity Management Privileged                            | 35,000 | 7,700                                   | Processor           | 1                                       |
| SecureVault Server                                        | 35,000 | 7,700                                   | Processor           | 1                                       |
| Reference Server Security Module                          | 700    | 164.00                                  | Named User Plus     | -                                       |
| Director Service                                          | 35,000 | 7,700.00                                | Processor           | -                                       |
| Access Manager                                            | 25     | 5.50                                    | Employee User       | 2,000                                   |
|                                                           | 5      | 1.32                                    | Non Employee User - | 5,000                                   |
|                                                           |        |                                         | External            | -                                       |
| Adaptive Access Manager                                   | 25     | 5.50                                    | Employee User       | 2,000                                   |
|                                                           | 5      | 1.32                                    | Non Employee User - | 5,000                                   |
|                                                           |        |                                         | External            | -                                       |
| Identity Federation                                       | 35,000 | 7,700.00                                | Processor           | 1                                       |
| Identity Manager                                          | 70     | 15.40                                   | Employee User       | 3,000                                   |
|                                                           | 5      | 1.32                                    | Non Employee User - | -                                       |
|                                                           |        |                                         | External            | -                                       |
| Identity Manager Connector                                | 48,000 | 10,128.00                               | Connector           | 1                                       |
| Role Manager                                              | 35     | 7.70                                    | Employee User       | 2,000                                   |
|                                                           | 5      | 1.32                                    | Non Employee User - | 5,000                                   |
|                                                           |        |                                         | External            | -                                       |
| Enterprise Single Sign-On Password Reset                  | 8      | 1.76                                    | Named User Plus     | 3,000                                   |
| Enterprise Single Sign-On Suite                           | 70     | 15.40                                   | Named User Plus     | -                                       |
| Access Adaptive Suite                                     | 45     | 10.12                                   | Employee User       | 2,000                                   |
|                                                           | 12     | 2.64                                    | Non Employee User - | -                                       |
|                                                           |        |                                         | External            | 5,000                                   |
| Identity and Access Management Suite                      | 35     | 20.90                                   | Employee User       | -                                       |
|                                                           | 12     | 2.64                                    | Non Employee User - | -                                       |
|                                                           |        |                                         | External            | -                                       |
| Identity Management Enterprise Management                 | 5      | 1.10                                    | Employee User       | -                                       |
| Management Pack for Identity Management                   | 100    | 0.1200                                  | Non Employee User - | -                                       |
|                                                           |        |                                         | External            | -                                       |
|                                                           |        |                                         |                     |                                         |
| Tools                                                     |        |                                         |                     |                                         |
| Discover Desktop Edition                                  | 1,200  | 264.00                                  | Named User Plus     | -                                       |
| Programmer                                                | 1,200  | 264.00                                  | Named User Plus     | -                                       |
| Portal Factory                                            | 10,500 | 2,310.00                                | Named User Plus     | -                                       |
| Internet Developer Suite                                  | 5,800  | 1,276.00                                | Named User Plus     | -                                       |
| Business Process Analysis Suite                           | 10,500 | 1,980.00                                | Named User Plus     | 5                                       |
| SQL Developer Data Monitor                                | 3,800  | 830.00                                  | Named User Plus     | -                                       |

08/31/2009 22:58 5087594575

BRIDGE BOURNE HOTEL

PAGE 19/28

Section 15

Prices in USA (Dollar)

## Applications and Systems Management

|                                                               |        | Software License<br>License & Support |                     | Software License<br>License & Support |
|---------------------------------------------------------------|--------|---------------------------------------|---------------------|---------------------------------------|
| <b>Database Enterprise Management</b>                         |        |                                       |                     |                                       |
| Provisioning Pack                                             | 100    | 20.00                                 | 5,000               | 1,400.00                              |
| Tuning Pack                                                   | 100    | 22.00                                 | 5,000               | 1,100.00                              |
| Change Management Pack                                        | 70     | 14.48                                 | 3,500               | 770.00                                |
| Configuration Management Pack for Oracle Database             | 100    | 22.00                                 | 5,000               | 1,100.00                              |
| Provisioning and Patch Automation Pack for Database           | 70     | 18.40                                 | 3,500               | 770.00                                |
| Data Masking Pack                                             | 230    | 80.00                                 | 11,500              | 2,530.00                              |
| <b>Application Server Enterprise Management</b>               |        |                                       |                     |                                       |
| Diagnostics Pack for Oracle Middlewares                       | 140    | 30.00                                 | 7,000               | 1,540.00                              |
| Management Pack for WebLogic Server                           | 140    | 41.00                                 | 9,500               | 2,090.00                              |
| Management Pack Plus for SOA                                  | 370    | 46.00                                 | 15,000              | 3,380.00                              |
| Management Pack for Oracle Coherence                          | 70     | 16.40                                 | 3,500               | 770.00                                |
| <b>Business Intelligence Management</b>                       |        |                                       |                     |                                       |
| Business Intelligence Management Pack                         | 230    | 56.00                                 | 11,500              | 2,530.00                              |
| <b>Enterprise 2.0 Management</b>                              |        |                                       |                     |                                       |
| Management Pack for WebCenter Suite                           | 240    | 62.00                                 | 12,000              | 2,640.00                              |
| Management Pack for BPM Studio Suite                          | 270    | 82.00                                 | 12,000              | 2,640.00                              |
| <b>Identity Management Enterprise Management</b>              |        |                                       |                     |                                       |
| Management Pack for Identity Management                       | 5      | 1.10                                  | Employee User       | -                                     |
|                                                               | 1,000  | 0.3000                                | Non Employee User   | -                                     |
|                                                               |        |                                       | External            | -                                     |
| <b>Other Applications Management</b>                          |        |                                       |                     |                                       |
| Configuration Management Pack for Applications                | 5,000  | 1,100.00                              | Per Processor       | -                                     |
| Provisioning and Patch Automation Pack                        | 100    | 22.00                                 | Per Named User Plus | -                                     |
|                                                               | 3,500  | 770.00                                | Per Processor       | -                                     |
|                                                               | 70     | 14.40                                 | Per Named User Plus | -                                     |
| System Monitoring Plug-in for HPLS                            | 1,000  | 285.00                                | Per Processor       | -                                     |
|                                                               | 35     | 7.70                                  | Per Named User Plus | -                                     |
| System Monitoring Plug-in for Oracle Database                 | 1,000  | 308.00                                | Per Processor       | -                                     |
|                                                               | 35     | 7.70                                  | Per Named User Plus | -                                     |
| System Monitoring Plug-in for Non Oracle Middlewares          | 1,100  | 285.00                                | Per Processor       | -                                     |
|                                                               | 75     | 7.70                                  | Per Named User Plus | -                                     |
| System Monitoring Plug-in for Network Devices                 | 1,100  | 285.00                                | Per Processor       | -                                     |
| System Monitoring Plug-in for Storage                         | 1,100  | 285.00                                | Per Processor       | -                                     |
| Management Console                                            | 5,000  | 1,100.00                              | Per Processor       | -                                     |
| Diagnostics Pack for Non-Oracle Middlewares                   | 7,000  | 1,540.00                              | Per Processor       | -                                     |
| Oracle VM Management Pack                                     | 140    | 30.00                                 | Per Named User Plus | -                                     |
|                                                               | 1,000  | 385.00                                | Per Processor       | -                                     |
|                                                               | 35     | 7.70                                  | Per Named User Plus | -                                     |
| <b>Service Management</b>                                     |        |                                       |                     |                                       |
| Service Level Management Pack                                 | 3,500  | 770.00                                | Per Processor       | 20                                    |
| Real User Experience Insight                                  | 80,000 | 18,000.00                             | Per Processor       | 2                                     |
| Real User Experience Insight Accelerator for E-Business Suite | 25,000 | 5,500.00                              | Per Processor       | -                                     |
| Real User Experience Insight Accelerator for Siebel           | 25,000 | 5,500.00                              | Per Processor       | -                                     |
| Real User Experience Insight Accelerator for PeopleSoft       | 25,000 | 5,500.00                              | Per Processor       | -                                     |
| <b>Applications Management</b>                                |        |                                       |                     |                                       |
| Application Management Pack for E-Business Suite              | 1.0    | 30.00                                 | 7,000               | 1,540                                 |
| Application Management Pack for Siebel                        | 1.0    | 30.00                                 | 7,000               | 1,540                                 |
| Application Management Pack for PeopleSoft                    | 1.0    | 30.00                                 | 7,000               | 1,540                                 |
| Application Management Pack for JD Edwards EnterpriseOne      | 1.0    | 30.00                                 | 7,000               | 1,540                                 |
| Application Management Pack for Oracle E-Business Suite       | 1.0    | 30.00                                 | 7,000               | 1,540                                 |
| <b>Application Testing</b>                                    |        |                                       |                     |                                       |
| Load Testing for Web Applications Developer Edition           | 2,000  | 1,700.00                              | 7,000               | 1,540.00                              |
| Load Testing for Web Applications Controller                  |        |                                       |                     |                                       |
| Load Testing for Web Applications                             | 1.0    | 12.00                                 |                     |                                       |
| Load Testing for Web Services                                 | 75     | 6.00                                  |                     |                                       |
| Load Testing Accelerator for Siebel                           | 30     | 5.00                                  |                     |                                       |
| Functional Testing for Web Applications                       | 8,000  | 1,700.00                              |                     |                                       |
| Functional Testing Accelerator for Web Services               | 3,000  | 440.00                                |                     |                                       |
| Functional Testing Accelerator for Siebel                     | 2,000  | 440.00                                |                     |                                       |
| Functional Testing Accelerator for Microsoft .NET             | 2,000  | 440.00                                |                     |                                       |
| Performance Testing Accelerator                               | 10,000 | 440.00                                |                     |                                       |

08/31/2009 22:58 5087594575

BRIDGE BOURNE HOTEL

PAGE 20/28

| Collaboration              | Collaboration |                                       | Price in USA (Dollar)             |   |
|----------------------------|---------------|---------------------------------------|-----------------------------------|---|
|                            |               | Standard License<br>License & Support | Customizable<br>License & Support |   |
| Asynchronous               | 80            | 11.00                                 | -                                 | - |
| Asynchronous Options:      |               |                                       |                                   |   |
| Asynchronous Messaging     | 10            | 6.00                                  | -                                 | - |
| Asynchronous Collaboration | 30            | 8.00                                  | -                                 | - |
| Asynchronous Collaboration | 20            | 4.00                                  | -                                 | - |
| Asynchronous               | 20            | 4.00                                  | -                                 | - |

Term licensing available for all Oracle Products. The list price for a term license is based on a specified percentage of the perpetual license price. Annual term licenses are available from 1 to 5 years. 1 year: 50% of list, 2 year: 55% of list, 3 year: 60% of list, 4 year: 65% of list, 5 year: 70% of list. Support for term licenses is 20% of perpetual list fee.

08/31/2009 22:58

5287594575

BRIDGE BOURNE HOTEL

PAGE 21/28

**DEFINITIONS**

**Named User Plus:** is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. A non-human operated device will be counted as a named user plus in addition to all individuals authorized to use the programs if such device can access the programs. If multiple hardware or software (e.g., a TP monitor or a web server product) is used, the number must be measured at the multiplying third end. Automated batching of data from computers is computer as permitted. You are responsible for ensuring that the named user plus per processor minimums are measured for the programs contained in the user minimum table in the licensing main section; the minimum table provides for the minimum number of named users plus required and all actual users must be licensed.

For the purposes of the following programs: Configuration Management Pack for Applications, System Monitoring Plug-in for IIS, System Monitoring Plug-in for Non-Oracle Databases, System Monitoring Plug-in for Non-Oracle Middleware, Diagnostic Pack for Non-Oracle Middleware, Management Pack for WebCenter Suite, Management Pack for WebCenter Portal, and Provisioning and Patch Automation Pack, only the users of the program that is being managed/monitored are counted for the purposes of determining the number of licenses required.

For the purposes of the following programs: Application Management Pack for Oracle E-Business Suite, Application Change Management Pack for Oracle E-Business Suite, Application Management Pack for Siebel, and Application Management Pack for PeopleSoft, all processors on which the middleware and/or database software that support the respective application program are counted for the purposes of determining the number of licenses required.

With respect to the following programs: Load Testing for Web Applications, Load Testing for Web Applications Developer Edition, Load Testing Administrator for Web Services, and Load Testing Accelerator for Siebel, each simulated human user and non-human operated device shall be considered as a virtual user and shall be counted for the purposes of determining the number of named user plus licenses required.

**PROCESSOR:** shall be defined as all processors where the Oracle programs are installed and/or running. Programs licensed on a processor basis may be accounted for by internet users (including agents and connectors) and by your third party users. The number of required licenses shall be determined by multiplying the total number of cores of the processor by a core processor licensing factor specified on the Oracle Processor Core Factor Table which can be accessed at <http://oracle.com/licenses>. All cores on all multiprocessor chips to be accounted before multiplying by the appropriate core processor licensing factor and all portions of a number are to be rounded up to the next whole number. When licensing Oracle programs with Standard Edition One or Standard Edition Two, a processor is defined as a whole number of cores. However, in the case of multi-processor chips, a chip is counted as one processor. For example, a multiprocessor chip based server with an Oracle Processor Core Factor of 0.25 installed and/or running the program (rather than Standard Edition One programs or Standard Edition Two programs) on 6 cores would require 2 processor licenses (6 multiplied by a core processor licensing factor of .25 equals 1.50, which is then rounded up to the next whole number, which is 2). As another example, a multiprocessor server for a hardware platform not specified in the Oracle Processor Core Factor Table installed and/or running the program on 10 cores would require 10 processor licenses (10 multiplied by a core processor licensing factor of 1.0 for all other hardware chip counts is 10).

For the purposes of the following programs: Middleware Transaction Base, only the processors on which Internet Application Server Enterprise Edition and Middleware Transaction Base programs are installed and/or running must be counted for the purposes of determining the number of licenses required.

For the purposes of the following programs: iSupport, iStore and iConfigure, only the processors on which Internet Application Server (Standard Edition and/or Enterprise Edition) and the iSupport program (e.g., iSupport, iStore and/or iConfigure) are running must be counted for the purposes of determining the number of licenses required for the licensed programs; under these licenses you may also install and/or run the iSupport program on the processors where a licensed Oracle Database (Standard Edition and/or Enterprise Edition) is installed and/or running.

For the purposes of the following programs: Configuration Management Pack for Applications, System Monitoring Plug-in for IIS, System Monitoring Plug-in for Non-Oracle Databases, System Monitoring Plug-in for Non-Oracle Middleware, Diagnostic Pack for Non-Oracle Middleware, Management Pack for WebCenter Suite, Management Pack for WebCenter Portal, and Provisioning and Patch Automation Pack, only the processors on which the program that is being managed/monitored are running are counted for the purposes of determining the number of licenses required.

For the purposes of the following programs: Application Management Pack for Oracle E-Business Suite, Application Change Management Pack for Oracle E-Business Suite, Application Management Pack for Siebel, and Application Management Pack for PeopleSoft, all processors on which the middleware and/or database software that support the respective application program are running must be counted for the purposes of determining the number of licenses required.

For the purposes of the following programs: Data Integrator Enterprise Edition, Data Integrator and Application Adapter for Data Integration, Informatica PowerCenter and PowerConnect Adapter, Application Manager for iSupport, and iSupport iSupport to Web Services (under the PeopleSoft: Oracle E-Business Suite, Siebel, and CRM), only the processor(s) on which the target database is running must be counted for the purposes of determining the number of licenses required.

For the purposes of the following programs: Audit Vault Collection Agent, only the processors of the database sources from which audit data is collected must be counted for the purposes of determining the number of licenses required.

For the purposes of the following programs: In-Memory Database Cache, only the processors on which the Times Ten In-Memory Database component of the In-Memory Database Cache program is installed and/or running must be counted for the purposes of determining the number of licenses required.

**Application User:** is defined as an individual authorized by you to use the applicable licensed application programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the programs at any given time. If you license the Oracle Self Service Work Request option in conjunction with Oracle Enterprise Asset Management, you are required to maintain licenses for the equivalent number of Application Users licensed and you use granted unlimited access to initiate work requests, view work request status and view scheduled completion date for your entire employee population. Application Users licensed for Oracle Order Management are allowed to manually enter orders directly into the programs but only against approved contracts from your contract management system. For Oracle Inventory, Oracle iSupplier Portal, and Oracle Service Procurement programs, only your external suppliers are included with your application user license.

**Application User Only User:** is defined as an individual authorized by you to run only queries or reports against the application program for which you have also acquired the necessary database.

**Collaboration Program User:** is defined as an individual authorized by you to use the programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the programs at any given time. For the purposes of counting and licensing the number of Elastic Synchronous Collaboration users, a Collaboration Program User with your company is defined as a user able to initiate, or host, a web conference and also participate in a web conference; all participants in the web conference external to your company and attending a web conference are not required to be licensed.

**Annual Transaction Volume:** is defined as the U.S. dollar denominated total value of all purchase orders transmitted and all auctions conducted through the Oracle Exchange Platform by you and others during a 12-month period. The Oracle Exchange Platform license is required regardless of whether any such auction results in a purchase order, provided that an auction resulting in a purchase order shall only be counted against the Annual Transaction Volume once.

**Case Report Pages (CRP):** is defined as the "effective" equivalent of what would be the total number of physical paper pages indexed monthly by the Program (purchased separately in the Program as Purchased Data Collection Instruments) during a 12-month period. You may not exceed the licensed number of CRP pages during any 12-month period unless you acquire additional CRP pages from Oracle.

**Compensated Individual:** is defined as an individual whose compensation or compensation calculations are generated by the programs. The term Compensated Individual includes, but is not limited to, your employees, contractors, release, and any other person.

**Computer:** is defined as the hardware on which the programs are installed. A Computer license allows you to use the licensed program on a single physical computer.

**Contract:** is defined as each license or contract for the software product with an external provider. A license contract is required for each distinct product with which the software product is required to interface.

**Cost of Goods Sold:** is defined as the cost of inventory that is being sold during their fiscal year. If Cost of Goods Sold is unknown to you then Cost of Goods Sold shall be equal to 75% of total company revenue.

**Customer:** is defined as the Customer entity specified on the ordering document. The programs may not be used or accessed for the business operations of any third party, including but not limited to your customers, partners, or your affiliates. There is no limitation on the number of physical servers on which such programs may be copied, installed and used.

**Electronic Order Entry:** is defined as the total number of distinct electronic order lines entered electronically into the Oracle Order Management application from any source (not manually entered by licensed Order Management Users, Professional Users 2003, or Professional Users 2003 Extended) during a 12-month period. This includes order lines originating as electronic EDI/856, importations and/or sourcing from other Oracle and non-Oracle applications. You may not exceed the licensed number of order lines during any 12-month period.

08/31/2009 22:58 5087594575

BRIDGE BOURNE HOTEL

PAGE 22/28

**DEFINITIONS (Continued)**

**Employee:** is defined as all of your full-time, part-time, temporary employees and all of your agents, contractors and consultants. The entirety of the services required is determined by the number of employees and not the total number of users. In addition, it includes any individual who is not an employee of your company, but who is providing the outsourcing services for the purpose of determining the number of employees.

**Employee User:** is defined as an individual authorized by you to use the application programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the programs at any given time.

**Entity:** is defined as a unique item (e.g., object, person, entity or item of information) stored within the programs. Replicated entries stored within the program on multiple servers are counted as a single entry.

**Expense Report:** is defined as the total number of expense reports generated by the system during a 12 month period. You may not exceed the licensed number of expense reports during any 12 month period.

**Field Technician:** is defined as an individual, technician, representative, or other person who is dispatched by you, including the dispatcher, to the field using the programs.

**FTE Student:** is defined as the total number of students enrolled in the program during a 12 month period. You may not exceed the licensed number of FTE students during any 12 month period. The number of FTE students is defined as the number of FTE students who are enrolled in the program during a 12 month period. The number of FTE students is defined as the number of FTE students who are enrolled in the program during a 12 month period.

**Fixed Number:** is defined as the total number of fixed numbers processed by the program during a 12 month period. You may not exceed the licensed number of fixed numbers during any 12 month period unless you acquire additional license keys from us.

**IVR Port:** is defined as the total number of IVR ports processed by the program during a 12 month period. You may not exceed the licensed number of IVR ports during any 12 month period unless you acquire additional license keys from us.

**Module:** is defined as each production database running the programs.

**Network Device:** is defined as the hardware and/or software which primarily purpose is to make end-to-end communications between computers or computer networks. Examples of network devices include but are not limited to: routers, bridges and network based servers.

**Non-Employee User:** is defined as an individual, who is not your employee, contractor or consultant, authorized by you to use the application programs which are installed on a single server or multiple servers.

**Partner Organization:** is defined as an external third party business entity that provides value-added services in marketing and selling your products. Depending upon the type of industry, partner organizations play different roles and are recognized by different names such as reseller, distributor, agent, dealer or broker.

**Person:** is defined as your employee or contractor who is actively working on behalf of your organization or someone who is not an employee or contractor of your organization but who is working on behalf of your organization. For Project Resource Management, a person is defined as an individual who is scheduled on a project. The total number of persons reported is to be based on the total number of person and full-time people whose records are recorded in the system.

**Physical Server:** is defined as a physical server on which the programs are installed.

**Ported Number:** is defined as the telephone number that end users retain as they change from one service provider to another. The telephone number originally resides on a telephone switch and is moved to the responsibility of another telephone switch.

**Record:** is defined as the total number of unique customer database records stored in the Customer Hub B2B application (i.e., stored in a component of Customer Hub B2B). A customer database record is a unique customer (i.e., physical person) record which is stored as a contact for the Global Universal Customer Master B2B product or as an organization for the Oracle Customer Data Hub product.

**The Customer Hub B2B:** is defined as the total number of unique customer database records stored in the Customer Hub B2B application (i.e., stored in a component of Customer Hub B2B). A customer database record is a unique customer (i.e., physical person) record which is stored as a contact for the Global Universal Customer Master B2B product or as a person for the Oracle Customer Data Hub product.

**The Product Hub B2B:** is defined as the total number of unique product database records stored in the Product Hub B2B application (i.e., stored in a component of Product Hub B2B). A product database record is a unique product (i.e., physical person) record which is stored as a contact for the Global Universal Customer Master B2B product or as a person for the Oracle Customer Data Hub product.

**For the purposes of the license:** this program is to be used as the total number of unique customer database records stored in the Customer Hub B2B application (i.e., stored in a component of Customer Hub B2B). A customer database record is a unique customer (i.e., physical person) record which is stored as a contact for the Global Universal Customer Master B2B product or as a person for the Oracle Customer Data Hub product.

**For all application programs licensed as noted,** please see the application licensing principles as specified in the Applications Licensing Table which may be accepted at the time of purchase of the program.

**For the Hyperion Data Relationship Information program,** a record is defined as the unique occurrence of any business object or member data is constructed that you choose to manage within the program. Records may include any number of enterprise information assets, commonly referred to as data members, including but not limited to: cost centers, budget accounts, legal entities, organizational structure, products, services, contracts, locations, regions or employees. Additionally, it may include any data that is stored in the system, including but not limited to: data members, legal entities, organizational structure, products, services, contracts, locations, regions or employees. Records represent unique occurrences and they do not include any duplicates or shared references that may be created in the data management purposes.

**1000 Records:** is defined as 1000 unique records (i.e., not a) that are unique from a production data base of the Data Quality for Data Integration program.

**Recordable Partner Telephone Process:** is defined as a business process between trading partners. Preconfigured system-to-system XML-based dialog for the relevant B2B Business Suite application program. Each preconfigured PTP includes a business document with the vocabulary and a business process with the choreography of the message dialog.

**Order Entry:** is defined as the total number of service order entry line items processed by the program during a 12 month period. Multiple service order entry line items may be entered as part of an individual service order entry line item. You may not exceed the licensed number of service order entry line items during any 12 month period unless you acquire additional service order entry line items from us.

**Subscriber:** is defined as (a) a working telephone number for all wireless devices, (b) a portable hand-held or paging device that has been activated by you for wireless communications and paging; (c) a residential or drop or non-activated device serviced by a cable provider; or (d) a line connected utility meter. The total number of subscribers is equal to the aggregate of all types of subscribers. When a person is not defined in the primary definition of Subscriber above, Subscriber is defined as each U.S. \$1,000 investment of your gross annual revenue as reported to the SEC in your annual report or the statement accounting or reporting documents.

**Table:** is defined as the total number of tables described in the product documentation.

**Tape Drive:** is defined as a device used to store data on magnetic tape. Typically used, but not limited to, data protection and archival purposes. Tape drives are categorized either as a standalone unit or as a module within a storage tape library. Examples of tape drive include but are not limited to: Linear Tape Open (LTO), Digital Linear Tape (DLT), Advanced Intelligent Tape (AIT), Quantum Backup Cartridge (BIC), Digital Audio Tape (DAT), and 8mm Half Inch. For Cloud based backups, Oracle Cloud Backup provides a secure and reliable way to back up your data.

**Telephone:** is defined as a telephone number that is used by a customer to call the system.

**Transaction:** is defined as each unit of information that is initiated by an application user initiated by Oracle Enterprise Manager to capture availability and performance metrics used in monitoring service levels. For example, the following list of information could represent one transaction: login, search customer, log out.

PAGE 23/28

08/31/2009 22:58 5087594575

BRIDGE BOURNE HOTEL

PAGE 24/28

**ORACLE SUPPORT SERVICES**

Oracle Support Services (OSS) offers the following programs: Software Update License & Support to provide customers with the right to Oracle product upgrades and 24x7 support of all Oracle products, and Oracle Advanced Customer Support for a menu of additional services designed to provide an enhanced level of support. Services may vary by country. For more details, contact your local Support Sales representative. For a complete description of Oracle Support Services programs, refer to the Oracle Support website at <http://www.oracle.com/support>.

**Software Update License & Support**

Software Update License & Support provides customers with the right to product upgrades and 24x7 technical support, and is available for five years from the release date of the product. Product upgrades includes upgraded versions of software, maintenance releases and patches. Customers receive direct access Oracle experts for product-specific questions about installing and operating Oracle software. Web-based support is provided via OracleMetalink. Features of Metalink include proactive notifications, customized home pages, technical libraries and forums, product life-cycle information, a bug database, and the ability to log technical assistance requests.

**Support Renewals**

Pricing shown on the price list for annual fees that apply to both perpetual and term licenses for first year support only. The price of a technical support renewal for Software Update License & Support is the renewal support fee as paid for the same license in the prior year, multiplied by the appropriate renewal adjustment. Oracle may then offer a renewal adjustment, the Inflationary Adjustment Rate (IAR) and the Local Renewal Adjustment (LRA). Support for all licenses is adjusted by the greater of the IAR or the LRA. In all cases, any valid technical support fee included in a license agreement or ordering document that governs the license, limits the renewal adjustment. For more information on renewal adjustments, contact your Support Sales representative.

**Advanced Customer Support**

Advanced Customer Support is designed to provide an enhanced level of support to Oracle customers. Advanced Customer Support delivery options, service support solutions built to meet the customer's specific business requirements. Advanced Customer Support customers have the flexibility to purchase standard or custom standard services with specific offerings to provide a full solution.

Contact your local Support Sales representative for Advanced Customer Support information and pricing.

**Incident-Based Support Package**

Incident-Based Support Package provides incident-based web support for the following limited product sets:

- Oracle Database Server Support Package (2,200 USA Dollars) for 10 incidents on one server;
- Oracle Database Enterprise Edition, Oracle Database Standard Edition, Standard Edition One, Partitioning, Real Application Clusters, Advanced Compression;
- Oracle Application Server Support Package (1,150 USA Dollars) for 10 incidents on one server;
- Internet Application Server Enterprise Edition, Internet Application Server Standard Edition, Internet Application Server Java Edition.

With the purchase of incident Server Support Packages, customers receive access to OracleMetalink, which provides 24x7 web-based technical support, including web-based Technical Assistance Requests.

**Developer Support**

Developer Support is a 24x7 support service that provides direct access to Oracle experts for product-specific questions about installing and operating Oracle JDeveloper. Web-based support is provided via OracleMetalink. Features of Metalink include proactive notifications, customized home pages, technical libraries and forums, product life-cycle information, a bug database, and the ability to log technical assistance requests. Developer Support is priced at 210.00 USA Dollars per named user plus per annum. Price applies to first year support only. Developer Support is available only for the first version of JDeveloper downloaded from OTN after Jan 26, 2005. All standard Oracle support policies, as outlined in the Technical Support Policies, are applicable to JDeveloper purchased before this date.

**Customer Support Policy Terms and Conditions**

The complete policy can be found in the Technical Support Policies in <http://www.oracle.com/support>.

**Extended Support**

Customers with current Software Update License & Support may support their product for a further 5 years, past the initial 5 years from the general availability date of the product, by purchasing Extended Support. Extended Support fees are applied to the supported Oracle programs only. Extended Support fees consist of the prior year's fee for Software Update License & Support plus the applicable renewal adjustment, plus an additional fee based on the year. Additional fees are as follows:

Year 6 after initial release: 10% of current year's Software Update License & Support  
Year 7 after initial release: 20% of current year's Software Update License & Support  
Year 8 after initial release: 20% of current year's Software Update License & Support

Extended Support offers the following:

- Updates, bugs and security alerts
- Tax, legal and regulatory updates
- Upgrade advice
- Technical support
- Major product and technology releases

**Escalated Support**

Escalated Support offered in years 7 and beyond provides technical support—via access to Oracle's online and call-center support—and rights to future products for as long as the customer is purchasing Extended Support. Escalated Support is priced as per renewal pricing, found in the "Support Renewals" section above.

Escalated Support provides:

- Technical Support
- Access to Oracle's On-Going Oracle Database
- Major product and technology releases
- Pre-launching fees

**ORACLE OPERATIONS**

Oracle offers complete application, database, and hardware management services, which can help lower a customer's IT maintenance costs and increase support resolution time.

**Administration Services**

Administration Services are system administration, application technology management and monitoring activities provided remotely by Oracle for licensed Oracle programs. Administration Services are provided on yearly terms; the billing is annual in advance.

**Compute and Virtualization Services**

Compute Services must be sold together with Administration Services. Compute and Administration Services are system administration, application technology management, and monitoring services for licensed Oracle programs that are provided by Oracle from a data center hosting facility to which the customer has remote applications access. Compute and Administration Services are provided on yearly terms; the billing is annual in advance.



08/31/2009 02:56 5087594575

BRIDGE BOURNE HOTEL

PAGE 25/28

**Exhibit B  
CONVERTED AND REPLACED LICENSES EXHIBIT**

| <b>Existing Licenses</b>                                             | <b>Existing Quantity</b> | <b>Existing Metric</b> | <b>CSI #</b> |
|----------------------------------------------------------------------|--------------------------|------------------------|--------------|
| Diagnostics Pack                                                     | 8                        | Processor              | 14262612     |
| Internet Application Server Enterprise Edition - Processor Perpetual | 2                        | Processor              | 14262612     |
| Oracle Database Enterprise Edition                                   | 8                        | Processor              | 14262612     |
| Oracle Database Standard Edition                                     | 1                        | Processor              | 14262612     |
| Tuning Pack                                                          | 8                        | Processor              | 14262612     |
| Oracle Database Enterprise Edition                                   | 10                       | Processor              | 15265423     |
| Oracle Database Enterprise Edition                                   | 2                        | Processor              | 15265426     |
| Diagnostics Pack                                                     | 2                        | Processor              | 15265463     |
| Tuning Pack                                                          | 2                        | Processor              | 15265463     |
| Oracle Database Enterprise Edition                                   | 2                        | Processor              | 15329592     |
| Partitioning                                                         | 2                        | Processor              | 15329592     |
| Oracle Database Standard Edition                                     | 2                        | Processor              | 14461653     |
| Oracle Database Enterprise Edition                                   | 4                        | Processor              | 14560841     |
| Real Application Clusters                                            | 8                        | Processor              | 14560841     |
| Diagnostics Pack                                                     | 2                        | Processor              | 14838497     |
| Tuning Pack                                                          | 2                        | Processor              | 14838497     |
| Diagnostics Pack                                                     | 2                        | Processor              | 15913742     |
| Oracle Database Standard Edition                                     | 2                        | Processor              | 15913742     |
| Tuning Pack                                                          | 2                        | Processor              | 15913742     |
| Oracle Database Enterprise Edition                                   | 2                        | Processor              | 15935081     |
| Oracle Database Standard Edition                                     | 2                        | Processor              | 16018496     |
| Oracle Database Standard Edition                                     | 2                        | Processor              | 16112150     |
| PLUS 8.0                                                             | 16                       | DEVELOPER              | 2247367      |
| SERVER EE 8.0                                                        | 37                       | CONCURRENT DEVICE      | 2247367      |
| PLUS 8.0                                                             | 16                       | DEVELOPER              | 2247368      |
| SERVER EE 8.0                                                        | 37                       | CONCURRENT DEVICE      | 2247368      |
| PLUS 8.0                                                             | 16                       | DEVELOPER              | 2247369      |
| SERVER EE 7.3                                                        | 37                       | CONCURRENT DEVICE      | 2247369      |
| Diagnostics Management Pack                                          | 32                       | CONCURRENT DEVICE      | 2247367      |
| Tuning Management Pack                                               | 32                       | CONCURRENT DEVICE      | 2247367      |

08/31/2009 22:59 5087594575

BRIDGE BOURNE HOTEL

PAGE 26/28

**Exhibit C**  
**Unpaid Technical Support Invoices**

| <b>Support Renewal<br/>Contract Number</b> | <b>Invoice Numbers</b>                 | <b>Amount of<br/>Outstanding<br/>Technical Support<br/>Invoices</b> | <b>Support<br/>Expiration Date</b> |
|--------------------------------------------|----------------------------------------|---------------------------------------------------------------------|------------------------------------|
| 2007902                                    | 4,094,779,040,947,790                  | \$29,280.10                                                         | November 18,<br>2009               |
| 2067053                                    | 41018677, 41018679, 41018679, 41018680 | \$43,991.36                                                         | May 14, 2010                       |
| 2087077                                    | 40947794, 40947797                     | \$4,282.74                                                          | November 14,<br>2009               |
| 2067127                                    | 41018474, 41018475, 41018476, 41018477 | \$1,316.84                                                          | May 14, 2010                       |
| 2157358                                    | 41017083, 41017084, 41017085, 41017086 | \$3,714.18                                                          | May 26, 2010                       |
| 2218788                                    | 40912702                               | \$11,539.18                                                         | August 14, 2009                    |
| 2373433                                    | 40866717, 40866021, 40866023           | \$1,008.28                                                          | May 30, 2008                       |
| 2762158                                    | 41018416, 41018417, 41018418, 41018419 | \$6,186.18                                                          | May 26, 2010                       |
| 2916748                                    | 2307899 (2 - 4)                        | \$4,439.55                                                          | August 21, 2009                    |
| 3947815                                    | 41018673, 41018674, 41018675, 41018676 | \$86,224.83                                                         | May 27, 2010                       |
| 4684004                                    | 40988095, 40988096, 40988097, 40988098 | \$2,160.97                                                          | February 28,<br>2010               |
|                                            | <b>TOTAL</b>                           | <b>\$194,144.21</b>                                                 |                                    |

08/31/2009 22:58 5087594575

BRIDGE BOURNE HOTEL

PAGE 27/28

**EXHIBIT D - AUTHORIZED USERS**

- Office of Planning and Programming, containing the following administrative units:
  - a. The Highway Division
  - b. The Mass Transit Division
  - c. The Aeronautics Division
  - d. The Registry of Motor Vehicles
- Special Audit Unit
- Division of Aeronautics
- Real Estate Appraisal Review Board
- Healthy Transportation Compact
- Public Private Partnership Infrastructure Oversight Commission
- Office of Performance Management and Innovation

DOT agencies that do not have access to the Unlimited Deployment Programs:

- a. The Massachusetts Bay Transportation Authority (MBTA)
- b. The MassPort Authority
- c. Regional Transit Authorities
- d. The Regional Authorities Council
- e. The Woods Hole, Martha's Vineyard and Nantucket Steamship Authority
- f. The Massachusetts Association of Regional Transit Authorities

08/31/2009 22:58 5087594575

BRIDGE BOURNE HOTEL

PAGE 28/28

**Exhibit E**  
**Minimum License Quantities Exhibit**

| <b>Product Description / License Type</b>                                 | <b>License Floor Quantity</b> |
|---------------------------------------------------------------------------|-------------------------------|
| Oracle Database Enterprise Edition - Processor Perpetual                  | 8                             |
| Real Application Clusters - Processor Perpetual                           | 8                             |
| Partitioning - Processor Perpetual                                        | 8                             |
| Advanced Security - Processor Perpetual                                   | 8                             |
| Database Vault - Processor Perpetual                                      | 8                             |
| Oracle Real Application Testing - Processor Perpetual                     | 4                             |
| Oracle Active Data Guard - Processor Perpetual                            | 8                             |
| Diagnostics Pack - Processor Perpetual                                    | 8                             |
| Tuning Pack - Processor Perpetual                                         | 8                             |
| Change Management Pack - Processor Perpetual                              | 8                             |
| Provisioning and Patch Automation Pack for Database - Processor Perpetual | 8                             |
| Configuration Management Pack for Oracle Database - Processor Perpetual   | 8                             |
| Data Integrator Enterprise Edition - Processor Perpetual                  | 3                             |
| WebLogic Suite - Processor Perpetual                                      | 7                             |
| Management Pack Plus for SOA - Processor Perpetual                        | 6                             |
| Management Pack for WebLogic Server - Processor Perpetual                 | 7                             |
| SOA Suite for Oracle Middleware - Processor Perpetual                     | 8                             |